

ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES M. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A.O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE

JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHWARTZ
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
PHILIP A. GELSTON
RORY O. MILLSON
NEIL P. WESTREICH
FRANCIS P. BARRON
RICHARD W. CLARY
WILLIAM P. ROGERS, JR.
JAMES D. COOPER
STEPHEN L. GORDON
ROBERT A. KINDLER
DANIEL L. MOSLEY
GREGORY M. SHAW
PETER S. WILSON

CRAVATH, SWAINE & MOORE OCT 19 1987 - 3 15 PM

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

INTERSTATE COMMERCE COMMISSION

TELEPHONE

TELEX

RCA 233663

WUD 125547

WUI 820976

TRT 177149

CABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, LONDON E. C. 2

2 HONEY LANE, CHEAPSIDE

LONDON EC2V 8BT, ENGLAND

TELEPHONE: 1-806-1421

TELEX: 8814901

RAM/FAX/INFOTEC:

1-806-1425

RECORDATION NO. 1 5335 Filed 1425

OCT 19 1987 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 1 5335 Filed 1425

OCT 19 1987 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

No. 7-292A010

Date OCT 19 1987

Fee \$ 20.00

RECORDATION NO. 1 5335 Filed 1425

ICC Washington OCT 19 1987 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

20.00 filing fee

OCT 19 1987

ICC OFFICE OF
SECRETARY
3 11 PM '87

Consolidated Rail Corporation
Lease Financing Dated as of October 1, 1987
Conditional Sale Indebtedness Due January 2, 2002

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Consolidated Rail Corporation, for filing and recordation, counterparts of each of the following documents:

1. (a) Conditional Sale Agreement dated as of October 1, 1987, among Consolidated Rail Corporation, Thrall Car Manufacturing Company and Trinity Industries, Inc., as Builders, and Whirlpool Acceptance Corporation, as Vendee; and

(b) Agreement and Assignment dated as of October 1, 1987, among Consolidated Rail Corporation, Thrall Car Manufacturing Company and Trinity Industries, Inc., as Builders, and Mercantile-Safe Deposit and Trust Company, as Agent.

2. (a) Lease of Railroad Equipment dated as of October 1, 1987, between Consolidated Rail Corporation, as Lessee, and Whirlpool Acceptance Corporation, as Vendee; and

(b) Assignment of Lease and Agreement dated as of October 1, 1987, between Whirlpool Acceptance

New Number -

- A

- B

- C

Countersigned
D. J. Taylor

Corporation, as Vendee, and Mercantile-Safe Deposit and Trust Company, as Agent.

The names and addresses of the parties to the aforementioned agreements are as follows:

1. Agent:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

2. Vendee:

Whirlpool Acceptance Corporation
17177 N. Laurel Park Drive
Livonia, Michigan 48152

3. Builders-Vendors:

Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19103

Thrall Car Manufacturing Company
26th and State Streets
Chicago, Illinois 60411

Trinity Industries, Inc.,
2525 Stemmons Freeway
Dallas, Texas 75207

4. Lessee:

Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Please file and record the documents referred to in this letter and index them under the names of the Agent, the Vendee the Builders-Vendors and the Lessee.

The equipment covered by the aforementioned documents is listed on Exhibit A attached hereto.

The equipment bears the legend "Ownership Subject to Documents Filed with The Interstate Commerce Commission".

There is also enclosed a check for \$20 payable to the Interstate Commerce Commission, representing the fee for recording the Conditional Sale Agreement and related Agreement and Assignment (together constituting one document), and the Lease of Railroad Equipment and related Assignment of Lease and Agreement (together constituting one document).

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich /cws

Laurance V. Goodrich
as Agent for Consolidated Rail
Corporation

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

ANNEX B

to

Conditional Sale Agreement

Builder*	Type	Builder's Specifi- cations	Plant	Quantity	Lessee's		
					Identification Numbers (Both Inclusive)	Base Price per Unit	Total Place of Delivery
Thrall Car Manufac- turing Company	Bi-Level enclosed auto racks	FA	Chicago Heights, Illinois	100	CR 6000-6099**	\$25,860	\$ 2,586,000 Winder, Georgia
Thrall Car Manufac- turing Company	Tri-Level enclosed auto racks	FA	Chicago Heights, Illinois	150	CR 3900-3999 CR 5001-5050	33,830	5,074,500 Winder, Georgia
Trinity Industries Inc.	Tri-Level enclosed auto racks	FA	Greenville, PA	150	CR 3750-3899	33,068	4,960,200 F.O.B. Greenville, PA
				400			<u>\$12,620,700</u>

* To the extent Consolidated Rail Corporation ("Conrail") purchases units of Equipment from the other Builders before the first Closing Date, Conrail will be the Builder hereunder as to all such units and will sell such units hereunder at the same price it paid for them.

** The first 18 cars are numbered CR 2100 to 2117 and such numbers will eventually be changed to CR 6000 to 6017. This Agreement covers the cars under both sets of numbers.

Exhibit A

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/19/87

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/19/87 at 3:15pm, and assigned recordation number(s). 15335, 15335-A, 15335-B & 15335-C

Sincerely yours,

Norata L. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

OCT 19 1987 -3 15 PM

[P72030]

INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 1240-200]

AGREEMENT AND ASSIGNMENT

Dated as of October 1, 1987

among

CONSOLIDATED RAIL CORPORATION,
THRALL CAR MANUFACTURING COMPANY,
TRINITY INDUSTRIES, INC.

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent.

AGREEMENT AND ASSIGNMENT dated as of October 1, 1987, among CONSOLIDATED RAIL CORPORATION, THRALL CAR MANUFACTURING COMPANY and TRINITY INDUSTRIES, INC. (collectively "Builders" and severally "Builders"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (together with its successors and assigns, called "Assignee") under a Participation Agreement dated as of the date hereof ("Participation Agreement").

WHEREAS each of the Builders and Whirlpool Acceptance Corporation ("Vendee") have entered into a Conditional Sale Agreement dated as of the date hereof ("CSA") providing for the conditional sale and delivery on the conditions therein set forth by the Builders and the conditional purchase by the Vendee of the railroad equipment described in Annex B to the CSA ("Units"); and

WHEREAS the Vendee and Consolidated Rail Corporation ("Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the lease to the Lessee of the Units.

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (this "Assignment") WITNESSETH that in consideration of good and valuable consideration paid by the Assignee to each Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. Each Builder hereby assigns, transfers and sets over unto the Assignee:

(a) all the right, title and interest of such Builder in and to each Unit when and as severally delivered to and accepted by the Vendee, subject to payment by the Assignee to such Builder of the amount required to be paid pursuant to Section 4 hereof and of the amounts due from the Vendee to such Builder under subparagraph (a) of the third paragraph of Article 4 of the CSA;

(b) all the right, title and interest of such Builder in and to the CSA (except the right to construct and deliver its Units and the right to receive

the payments specified in subparagraph (a) of the third paragraph of Article 4 thereof and reimbursement for sales or use taxes paid or incurred by such Builder) and, except as aforesaid, in and to any and all amounts which may be or become due or owing to such Builder under the CSA on account of the indebtedness in respect to the Purchase Price (as defined in the CSA) of its Units and interest thereon and in and to any other sums becoming due from the Vendee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) of this paragraph, all such Builder's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against such Builder for or on account of the failure of the Vendee to make any of the payments provided for in, or otherwise to comply with any of the provisions of, the CSA; provided, however, that this Assignment shall not subject the Assignee to, or transfer or pass or in any way affect or modify, the obligations of such Builder to deliver its Units in accordance with the CSA or with respect to its warranties and agreements referred to in Article 13 of the CSA or relieve the Vendee from its obligations to such Builder contained in Articles 2, 3, 4, 6 and 13 of the CSA, it being agreed that, notwithstanding this Assignment or any subsequent assignment pursuant to the provisions of Article 14 of the CSA, all obligations of such Builder to the Vendee with respect to its Units shall be and remain enforceable by the Vendee and its successors and assigns against and only against such Builder. In furtherance of the foregoing assignment and transfer, each Builder hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee or in the name of and as attorney, hereby irrevocably constituted for such Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee with the terms and agreements on its part to be performed under the CSA but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. Each Builder agrees that its Units shall be constructed in full accordance with the CSA and will deliver the same upon completion to the Vendee in accordance with the provisions of the CSA; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of

the CSA set forth to be performed and complied with by such Builder. Each Builder further agrees that it will warrant to the Assignee, the Vendee and the Lessee that at the time of delivery of each of its Units under the CSA it had legal title to such Unit and good and lawful right to sell such Unit and that such Unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee under the CSA and the rights of the Lessee under the Lease; and each Builder further agrees that it will defend the title to such Unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such Unit by such Builder under the CSA; all subject, however, to the provisions of the CSA and the rights of the Vendee thereunder.

SECTION 3. Each Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the CSA for any installment of, or interest on, indebtedness in respect of the Purchase Price of its Units or to enforce any provision of the CSA, such Builder will indemnify, protect and hold harmless the Assignee from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Vendee or the Lessee arising out of a breach by such Builder of any obligation with respect to its Units or the construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee or the Lessee by such Builder. Each Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 14 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Vendee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to such Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving such Builder the right, at such Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Lessee and not manufactured by such Builder and in cases of designs, systems, processes, formulae or

combinations specified by the Lessee and not developed or purported to be developed by such Builder, such Builder agrees, except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of its Units of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The indemnities contained in this Section 3 shall survive the expiration or termination of this Assignment with respect to all events, facts, conditions or other circumstances occurring or existing prior to such expiration or termination and are expressly made for the benefit of, and shall be enforceable by, the Assignee. The Assignee will give prompt notice to the appropriate Builder of any claim actually known to the Assignee which is based upon any such alleged infringement and will give to such Builder the right, at Builder's expense, to compromise, settle or defend against such claim. Each Builder agrees that any amounts payable to it by the Vendee or the Lessee with respect to its Units, whether pursuant to the CSA or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon any of its Units.

SECTION 4. The Assignee, on the Closing Date fixed as provided in Article 4 of the CSA, shall pay to each Builder by wire transfer an amount equal to the Purchase Price of its Units as shown on the invoice therefor then being settled for which, under the terms of subparagraph (b) of the third paragraph of said Article 4 of the CSA, is payable in installments, provided that there shall have been delivered to the Assignee (with a copy to the Vendee) on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to Cravath, Swaine & Moore, special counsel to the Assignee:

(a) a bill or bills of sale from such Builder to the Assignee dated the date of delivery thereof and transferring to the Assignee such Builder's security interest in such Units, warranting to the Assignee, the Vendee and the Lessee at the time of delivery of such Units under the CSA, such Builder had legal title to such Units and good and lawful right to sell such Units and such Units were free of all claims, liens, security interests and other encumbrances of any nature except

only the rights of the Vendee under the CSA and the rights of the Lessee under the Lease, and covenanting to defend the title to such Units against demands of all persons whomsoever based on claims originating prior to the delivery of such Units by such Builder under the CSA (together with, if such Builder is not the manufacturer of such Equipment, a certified copy of a similar document from the manufacturer to such Builder);

(b) a Certificate or Certificates of Acceptance with respect to the Units as contemplated by Article 3 of the CSA and Section 2 of the Lease (together with, if such Builder is not the manufacturer of such Units a certified copy of a similar document from the manufacturer to such Builder);

(c) an invoice of such Builder for such Units accompanied by or having endorsed thereon a certification by the Vendee and the Lessee as to their approval thereof if the Purchase Price is other than the base price or prices set forth in Annex B to the CSA (together with, if such Builder is not the manufacturer of such Units, a certified copy of a similar document from the manufacturer to such Builder);

(d) an opinion of counsel for such Builder, dated as of the Closing Date, addressed to the Assignee and the Vendee, to the effect that the aforesaid bill or bills of sale have been duly authorized, executed and delivered by such Builder and are valid and effective to vest in the Assignee such Builder's security interest in such Units, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA and the rights of the Lessee under the Lease) arising from, through or under such Builder (together with, if such Builder is not the manufacturer of such Units, a certified copy of a similar document from the manufacturer to such Builder); and

(e) a receipt from such Builder for any payment (other than the payment being made by the Assignee) required to be made on such Closing Date to such Builder with respect to such Units, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Vendee (together with, if such Builder is not the manufacturer of such Units, a certified copy of a similar document from the manufacturer to such Builder).

The obligation of the Assignee hereunder to make payment for any Units assigned hereunder is hereby expressly conditioned upon the Assignee's having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to the appropriate Builder, without recourse to the Assignee, all right, title and interest of the Assignee in and to the Units with respect to which payment has not been made by the Assignee.

SECTION 5. The Assignee may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Vendee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. Each Builder hereby:

(a) represents and warrants to the Assignee, the Vendee and their successors and assigns, that the CSA was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Vendee, the CSA is, insofar as such Builder is concerned, a legal, valid and existing agreement binding upon such Builder in accordance with its terms, that it is now in force without amendment thereto and that no authorization or approval from, consent of or filing, registration or qualification by the Builder with any governmental or public body or authority of the United States of America or of any of the States thereof or the District of Columbia is necessary for the execution, delivery and performance by such Builder of the CSA;

(b) agrees that it will from time to time, at the request of the Assignee make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts and things as may be necessary or appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of such Builder therein or in its Units.

SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing or depositing of the CSA and this Assignment or financing statements under the Uniform Commercial Code as shall be conferred by the laws of the several jurisdictions in which the same shall be filed or deposited or in which any Unit shall be located and any rights arising out of the marking on the Units.

SECTION 8. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. This Assignment shall be effective when counterparts hereof have been delivered to Cravath, Swaine & Moore at their office in New York, N.Y. A Builder which shall execute and deliver this Agreement shall be bound hereunder notwithstanding the failure of any other Builder to execute and deliver this Agreement or to perform its obligations hereunder. Although for convenience this Assignment is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed. The rights and obligations under this Agreement of each Builder are several in accordance with its interests and not joint. Accordingly, whenever in this Agreement a right is conferred or an obligation is imposed on a Builder, such right shall be construed to accrue to or to be enforceable against only the specific Builder furnishing the Units giving rise to such right or obligation and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate

seals to be hereunto affixed and duly attested, all as of the date first above written.

[Corporate Seal]

Attest:

Elizabeth Maggio
Assistant Secretary

CONSOLIDATED RAIL CORPORATION,

by

James J. Diehl
Vice President
Assistant Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

THRALL CAR MANUFACTURING
COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

TRINITY INDUSTRIES, INC.,

by

[Corporate Seal]

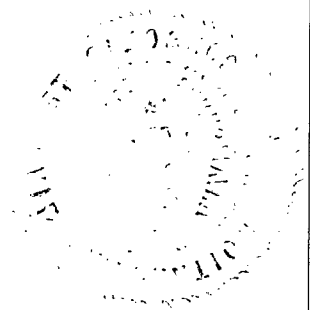
Attest:

Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Agent,

by

Vice President



seals to be hereunto affixed and duly attested, all as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

[Corporate Seal]

by

Attest:

Vice President

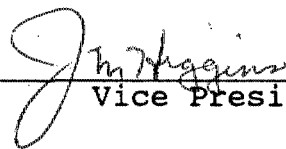
Assistant Secretary

THRALL CAR MANUFACTURING
COMPANY,

[Corporate Seal]

by

Attest:



Vice President



Assistant Secretary

TRINITY INDUSTRIES, INC.,

[Corporate Seal]

by

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Agent,

[Corporate Seal]

by

Attest:

Vice President

Corporate Trust Officer

seals to be hereunto affixed and duly attested, all as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

[Corporate Seal]

by

Attest:

Vice President

Assistant Secretary

THRALL CAR MANUFACTURING
COMPANY,

[Corporate Seal]

by

Attest:

Vice President

Assistant Secretary

TRINITY INDUSTRIES, INC.,

[Corporate Seal]

by

Attest:

Neil D. Shoop
Assistant Secretary

W. L. Phelps
VICE PRESIDENT

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Agent,

[Corporate Seal]

by

Attest:

Vice President

Corporate Trust Officer

seals to be hereunto affixed and duly attested, all as of the date first above written.

CONSOLIDATED RAIL CORPORATION,

[Corporate Seal]

by

Attest:

Vice President

Assistant Secretary

THRALL CAR MANUFACTURING
COMPANY,

[Corporate Seal]

by

Attest:

Vice President

Assistant Secretary

TRINITY INDUSTRIES, INC.,

[Corporate Seal]

by

Attest:

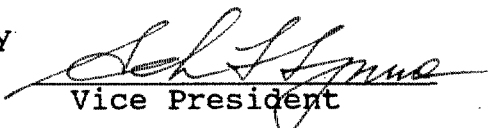
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Agent,

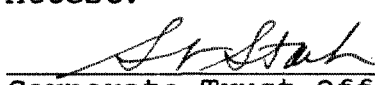
[Corporate Seal]

by

Attest:



Vice President



Corporate Trust Officer

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of October 1, 1987.

WHIRLPOOL ACCEPTANCE
CORPORATION,

[Corporate Seal]

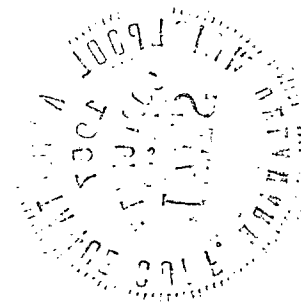
by

S. L. Krager

Senior Vice President, Finance

Attest:

Anthony D. Almon
Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA,)
) ss:
COUNTY OF PHILADELPHIA,)

On this 12th day of October 1987, before me personally appeared Thomas Kieber, to me personally known, who, being by me duly sworn, says that he is the Assistant Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marianne C. Baker
Notary Public

[Notarial Seal]

My commission expires

MARIANNE C. BAKER
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 6, 1990

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of October 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA,)

On this day of October 1987, before me
personally appeared , to
me personally known, who, being by me duly sworn, says that
he is the of CONSOLIDATED RAIL
CORPORATION, that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation, and
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

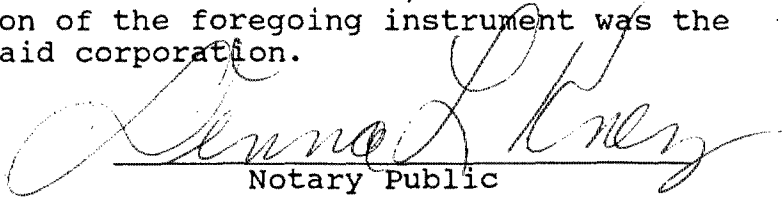
Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 12th day of October 1987, before me person-
ally appeared J. M. Higgins , to me per-
sonally known, who, being by me duly sworn, says that he is
a Vice President of THRALL CAR MANUFACTURING COMPANY,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation, and that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors, and he acknowl-
edged that the execution of the foregoing instrument was the
free act and deed of said corporation.



Notary Public

[Notarial Seal]

My Commission expires



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STATE OF TEXAS,)
) ss.:
COUNTY OF DALLAS,)

On this 9th day of October 1987, before me personally appeared A. Dean Phelps, to me personally known, who, being by me duly sworn, says that he is a Vice President of TRINITY INDUSTRIES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly Baldridge
Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this day of October 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF TEXAS,)
) ss.:
COUNTY OF DALLAS,)

On this day of October 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of TRINITY INDUSTRIES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation. -

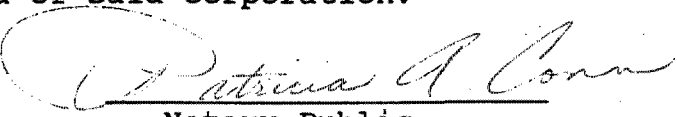
Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
COUNTY OF BALTIMORE,)

On this *9th* day of October 1987, before me personally appeared *SANDRA L. SPIRO*, to me personally known, who, being by me duly sworn, says that she is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission expires *7-1-90*